

# EXHIBIT B

# **EXHIBIT B-1**

**HCDistrictclerk.com**HOLDER, CHAD vs. STATE FARM MUTUAL  
INSURANCE

5/28/2019

Cause: 201925330

CDI: 7

Court: 061

**DOCUMENTS**

Number	Document	Post Jdgm	Date	Pgs
85060064	Citation		05/01/2019	2
84971272	Civil Process Pick-Up Form		04/24/2019	1
84876024	Plaintiff's First Amended Original Petition		04/16/2019	3
-> 84876025	Request for Issuance of Service		04/16/2019	1
84723801	Plaintiff's Original Petition		04/09/2019	3

# **EXHIBIT B-2**

4/18/2019 2:29 PM  
Marilyn Burgess - District Clerk Harris County  
Envelope No. 32905140  
By: Chandra Lawson  
Filed: 4/16/2019 11:15 AM

**CAUSE NO. 2019-25330**

**CHAD HOLDER**

**V.**

**STATE FARM MUTUAL  
INSURANCE CO.**

§  
§  
§  
§  
§  
§  
§

**IN THE DISTRICT COURT**

**061ST JUDICIAL DISTRICT**

**HARRIS COUNTY, TEXAS**

**PLAINTIFF'S FIRST AMENDED ORIGINAL PETITION**

**TO THE COURT:**

Plaintiff, Chad Holder, files this first amended original petition against Defendant, State Farm Mutual Insurance Co., and shows:

**DISCOVERY**

1. Plaintiff alleges that discovery is intended to be conducted under Level 2 of the Texas Rules of Civil Procedure.

**PARTIES**

2. Plaintiff, Chad Holder, is an individual residing in Harris County, Texas.
3. Defendant, State Farm Mutual Insurance, is an insurance company doing business in Texas that may be served with process through its registered agent, Corporation Service Company, at 211 E. 7th Street, Ste. 620, Austin, Texas 78701, or wherever it may be found.

**JURISDICTION AND VENUE**

4. This court has jurisdiction over the subject matter of this case because the amount in controversy is within the jurisdictional limits of this court. Venue is proper in this court according to Texas Civil Practice and Remedies Code sections 15.002 and 15.035 because all or a substantial part of the events or omissions giving rise to the claim arose in Harris County, Texas.

### **BACKGROUND**

5. Plaintiff was provided with Defendant's insurance to protect his vehicles: a 2013 Ford F-150 and a 2012 BMW X5. The policy numbers are 332 4567-F06-53G and 320 5564-A22-53D 004. On or about August 20, 2017, Plaintiff's vehicles were flooded as a result of hurricane Harvey and suffered damages in the amount of approximately \$75,000.00. Plaintiff filed claims with the Defendant; the claim numbers are 53-00Q9-16X and 53-00R0-21V. Defendant refuses to pay the amount of the claim.

### **BREACH OF CONTRACT**

6. Plaintiff sues Defendant for breach of contract.

### **DAMAGES AND ATTORNEY FEES**

7. Plaintiff sues for actual damages in the amount of approximately \$75,000.00. Plaintiff also sues for reasonable and necessary attorney fees under Chapter 38 of the Civil Practice & Remedies Code. In this regard, Plaintiff sues for less than \$150,000.00.

### **JURY DEMAND**

8. Plaintiff desires to have a jury decide this case. This request is filed over thirty days before this case has been scheduled for trial. Plaintiff has paid the jury fee as required by Texas Rule of Civil Procedure 216(b).

### **PRAYER**

WHEREFORE, Plaintiff, Chad Holder, prays for judgment against Defendant, State Farm Mutual Insurance, actual damages, special damages, reasonable attorney fees; cost of court; prejudgment interest, post-judgment interest, costs of court, and all other relief, legal and equitable, to which they are justly entitled, in an amount less than \$150,000.00.

*[Signature on Next Page]*

Respectfully submitted,

**GARY E. PATTERSON, P.C.**

By: /s/ Gary E. Patterson

Gary E. Patterson

State Bar No. 15590830

gpatterson@gpattersonlaw.com

1214 Elgin Street

Houston, Texas 77004

Tel. (713)223-3095

Fax. (713)510-1584

Attorney for Plaintiff

# **EXHIBIT B-3**



CAUSE NO. 201925330

RECEIPT NO.

0.00

ATY

\*\*\*\*\*

TR # 73615875

PLAINTIFF: HOLDER, CHAD

vs.

DEFENDANT: STATE FARM MUTUAL INSURANCE

In The 61st  
Judicial District Court  
of Harris County, Texas  
61ST DISTRICT COURT  
Houston, TX

CITATION

THE STATE OF TEXAS  
County of Harris

TO: STATE FARM MUTUAL INSURANCE CO BY SERVING ITS REGISTERED AGENT  
CORPORATION SERVICE COMPANY  
OR WHEREVER IT MAY BE FOUND

211 E 7TH STREET SUITE 620 AUSTIN TX 78701

Attached is a copy of PLAINTIFF'S FIRST AMENDED ORIGINAL PETITION

This instrument was filed on the 16th day of April, 2019, in the above cited cause number and court. The instrument attached describes the claim against you.

YOU HAVE BEEN SUED, You may employ an attorney. If you or your attorney do not file a written answer with the District Clerk who issued this citation by 10:00 a.m on the Monday next following the expiration of 20 days after you were served this citation and petition, a default judgment may be taken against you.

TO OFFICER SERVING:

This citation was issued on 24th day of April, 2019, under my hand and seal of said Court.

Issued at request of:

PATTERSON, GARY E.

1214 ELGIN

HOUSTON, TX 77004

Tel: (713) 223-3095

Bar No.: 15590830



*mail Burgess*

MARILYN BURGESS, District Clerk

Harris County, Texas

201 Caroline, Houston, Texas 77002

(P.O. Box 4651, Houston, Texas 77210)

Generated By: CHAMBERS, WANDA ULW//11211099

OFFICER/AUTHORIZED PERSON RETURN

Came to hand at \_\_\_\_\_ o'clock \_\_\_\_M., on the \_\_\_\_\_ day of \_\_\_\_\_.

Executed at (address) \_\_\_\_\_ in

\_\_\_\_\_ County at \_\_\_\_\_ o'clock \_\_\_\_M., on the \_\_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_, by delivering to \_\_\_\_\_ defendant, in person, a

true copy of this Citation together with the accompanying \_\_\_\_\_ copy(ies) of the Petition

attached thereto and I endorsed on said copy of the Citation the date of delivery.

To certify which I affix my hand officially this \_\_\_\_\_ day of \_\_\_\_\_.

FEE: \$ \_\_\_\_\_

\_\_\_\_\_ of \_\_\_\_\_ County, Texas

\_\_\_\_\_  
Affiant

By \_\_\_\_\_  
Deputy

On this day, \_\_\_\_\_, known to me to be the person whose signature appears on the foregoing return, personally appeared. After being by me duly sworn, he/she stated that this citation was executed by him/her in the exact manner recited on the return.

SWORN TO AND SUBSCRIBED BEFORE ME, on this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public



## Notice of Service of Process

null / ALL  
Transmittal Number: 19734456  
Date Processed: 05/01/2019

**Primary Contact:** State Farm Enterprise SOP  
Corporation Service Company- Wilmington, DELAWARE  
251 Little Falls Dr  
Wilmington, DE 19808-1674

---

<b>Entity:</b>	State Farm Mutual Automobile Insurance Company Entity ID Number 3461675
<b>Entity Served:</b>	State Farm Mutual Insurance Co
<b>Title of Action:</b>	Chad Holder vs. State Farm Mutual Insurance Co.
<b>Document(s) Type:</b>	Citation/Petition
<b>Nature of Action:</b>	Contract
<b>Court/Agency:</b>	Harris County District Court, TX
<b>Case/Reference No:</b>	2019-25330
<b>Jurisdiction Served:</b>	Texas
<b>Date Served on CSC:</b>	04/30/2019
<b>Answer or Appearance Due:</b>	10:00 am Monday next following the expiration of 20 days after service
<b>Originally Served On:</b>	CSC
<b>How Served:</b>	Personal Service
<b>Sender Information:</b>	Gary E. Patterson 713-223-3095

---

Information contained on this transmittal form is for record keeping, notification and forwarding the attached document(s). It does not constitute a legal opinion. The recipient is responsible for interpreting the documents and taking appropriate action.

**To avoid potential delay, please do not send your response to CSC**

251 Little Falls Drive, Wilmington, Delaware 19808-1674 (888) 690-2882 | [sop@cscglobal.com](mailto:sop@cscglobal.com)

---

**From:** HOME CLMS-SALIR-SUITS  
**Sent:** Thursday, May 2, 2019 12:12 PM  
**To:** LT - AUTO - Litigation  
**Cc:** Mark Randall; Sheila Smith  
**Subject:** 53-00R0-21V, 53-00Q9-16X



documentWith...

DOC ID: 27922669

ROUTING LAWSUIT FOR REVIEW.THE DOCS WILL ALSO BE ROUTED TO LT EMAIL CAPTURE.SALIR SHOULD NOT BE ASSIGNED AS CLAIM OWNER OR COL ON ANY CLAIM.IF ASSIGNMENT IS RECEIVED IN ERROR IMMEDIATELY FORWARD TO THE APPROPRIATE SEGMENT.DO NOT RETURN TO SALIR.

# **EXHIBIT B-4**

**CAUSE NO. 2019-25330**

**CHAD HOLDER**  
*Plaintiff,*

**vs.**

**STATE FARM MUTUAL  
INSURANCE COMPANY**  
*Defendant*

§  
§  
§  
§  
§  
§  
§  
§

**IN THE DISTRICT COURT OF**

**HARRIS COUNTY, TEXAS**

**61ST JUDICIAL DISTRICT**

---

**STATE FARM MUTUAL AUTOMOBILE INSURANCE  
COMPANY'S ORIGINAL ANSWER**

---

Defendant State Farm Mutual Automobile Insurance Company ("State Farm"), incorrectly named State Farm Mutual Insurance Company in Plaintiff's Original Petition, timely files its Original Answer in response to Plaintiff's Original Petition.

**GENERAL DENIAL**

1. Pursuant to TEX. R. CIV. PROC. 92, State Farm generally denies each and every allegation contained in Plaintiff's Original Petition and all amendments thereto, and demands strict proof thereof by a preponderance of the evidence.

**SPECIFIC DENIAL**

2. **Absence of Conditions Precedent for Physical Damage Coverage.** Pursuant to Rule 54 of the Texas Rules of Civil Procedure, State Farm specifically denies that all conditions precedent to coverage under the Policy have occurred or been performed with respect to each of the two claims at issue in this matter because: (1) Plaintiff has failed to complete his examination under oath and/or submit to an examination under at State Farm's request; and (2) Plaintiff has not provided State Farm with all pertinent records and additional documentation which it requested.

## DEFENSES

3. **Absence of Condition Precedent for Physical Damage Coverage.** Plaintiff has not complied with all conditions precedent to coverage under the Policy, nor have those conditions occurred or been performed, because Plaintiff has refused to cooperate with State Farm; failed and refused to allow State Farm to complete his examination under oath with respect to his claims; and has failed to provide pertinent records to State Farm as it has requested under the policies at issue. State Farm has, consequently, been prejudiced. Specifically, State Farm repeatedly requested for Plaintiff to comply with the following conditions of the policies under which he submitted these claims:

### INSURED'S DUTIES

\* \* \* \* \*

#### 3. Insured's Duty to Cooperate With Us

a. The *insured* must cooperate with us and, when asked, assist *us* in:

\* \* \* \* \*

(2) securing and giving evidence . . .

\* \* \* \* \*

#### 4. Questioning Under Oath

Under:

\* \* \* \* \*

c. Physical Damage Coverages, each *insured* or owner of a *covered vehicle*, or any other *person* or legal entity making claim or seeking payment;

must, at *our* option, submit to an examination under oath, provide a statement under oath, or do both, as reasonably often as *we* require. Such *person* or legal entity must answer questions under oath, asked by anyone *we* name, and sign copies of the answers. *We* may require each *person* or legal entity answering questions under oath to answer the questions with only that *person's* or legal entity's legal representative, *our* representatives, any *person* or *persons* designated by *us* to record the questions and answers, and no other *person* present. However, a parent or guardian of the *insured*, if the *insured* is a minor, may also be present.

**5. Other Duties Under the Physical Damage Coverages**

When there is a *loss*, *you* or the owner of the *covered vehicle* must:

\* \* \* \* \*

d. provide ***us*** all pertinent:

- (1) records;
- (2) receipts;
- (3) invoices; and
- (4) authorizations

that we request and allow *us* to make copies; and

e. not abandon the *covered vehicle* to *us*.

Texas courts have long-held that “insurance policy provisions requiring the insured to submit to an [examination under oath] are valid.”<sup>1</sup> Furthermore, an insured’s refusal or failure to submit to an examination under oath after a loss suspends the insured’s right of recovery.<sup>2</sup>

4. **Pre-Judgment Interest.** Any award of prejudgment interest is, in effect, an award of punitive damages and, as such, would violate both the Texas and United States Constitutions, public policy, and/or otherwise be illegal. Further, any award of interest that is in excess of the applicable market rate of interest during the relevant time period would be arbitrary, violate public policy, and violate the due process and equal protection guarantees of the Texas and United States Constitutions.

5. **Policy Limit of Liability.** State Farm’s contractual liability cannot exceed the limits set forth in the policies under which Plaintiff sues.

6. **Additional Pleadings.** State Farm affirmatively pleads all affirmative defenses, privileges and immunities available under the common law, the Texas Civil Practices & Remedies Code, by statute or otherwise. State Farm affirmatively pleads all available

---

<sup>1</sup> *Perrotta v. Farmers Inc. Exch.*, 47 S.W.3e 569, 573 (Tex. App.—Houston [1st Dist.] 2001, no pet.).

<sup>2</sup> *See Philadelphia Underwriters’ Agency of Fire Ins. Ass’n v. Driggers*, 111 Tex. 392, 238 S.W. 633, 635 (Tex. 1922).

contractual limitations, all available limitations set out in the Texas Civil Practices & Remedies Code, all available statutory limitations provisions and all limitations provisions available otherwise.

**JURY DEMAND**

7. State Farm respectfully demands a trial by jury.

**PRAYER**

State Farm prays that Plaintiff take nothing by this suit, that State Farm recover all costs incurred herein, and that the Court grant such other and further relief, at law or in equity, to which State Farm may show itself justly entitled.

Respectfully submitted,

**NISTICO, CROUCH & KESSLER, P.C.**

By: /s/ M. Micah Kessler

Micah Kessler  
State Bar No. 00796878  
mkessler@nck-law.com  
Morgan Y. Bird  
State Bar No. 24109646  
mbird@nck-law.com

1900 West Loop South, Suite 800  
Houston, Texas 77027

Telephone: 713-781-2889

Telecopier: 713-781-7222

**ATTORNEY FOR DEFENDANT,  
STATE FARM MUTUAL AUTOMOBILE  
INSURANCE COMPANY**



**CERTIFICATE OF SERVICE**

This pleading was served in compliance with Rules 21 and 21a of the Texas Rules of Civil Procedure on May 28, 2019.

Gary E. Patterson  
Gary E. Patterson, P.C.  
1214 Elgin Street  
Houston, Texas 77004  
**VIA E-FILE**

/s/ Morgan Y. Bird  
Morgan Y. Bird

[Print this page](#)

## Case # 201925330 - HOLDER, CHAD v STATE FARM MUTUAL INSURANCE

### Case Information

Location	Harris County - 61st Civil District Court
Date Filed	5/28/2019 9:24 AM
Case Number	201925330
Case Description	HOLDER, CHAD v STATE FARM MUTUAL INSURANCE
Assigned to Judge	
Attorney	M Kessler
Firm Name	Nistico Crouch & Kessler PC
Filed By	Tyffeni Nguyen
Filer Type	Attorney

### Fees

Convenience Fee	\$1.21
Total Court Case Fees	\$0.00
Total Court Party Fees	\$0.00
Total Court Filing Fees	\$40.00
Total Court Service Fees	\$2.00
Total Filing & Service Fees	\$0.00
Total Provider Service Fees	\$0.00
Total Provider Tax Fees	\$0.00
Total Taxes (for non-court fees)	\$0.00
Grand Total	\$43.21

### Payment

Account Name	AMEX 6004
Transaction Amount	\$43.21
Transaction Response	
Transaction ID	50756747
Order #	033883832-0

---

### Answer/ Response / Waiver

Filing Type	EFileAndServe
Filing Code	Answer/ Response / Waiver
Filing Description	State Farm's Original Answer
Reference Number	Hold, Chad
Comments	

Status	Submitting
--------	------------

**Fees**

Court Fee	\$40.00
-----------	---------

Service Fee	\$0.00
-------------	--------

**Optional Services**

Jury Fee	\$40.00
----------	---------

**Documents**

<i>Lead Document</i>	20190520 - Holder, Paul - SF OA.pdf	<a href="#">[Original]</a>
----------------------	-------------------------------------	----------------------------

**eService Details**

Name/Email	Firm	Service Method	Status	Served	Date/Time Opened
Gary E. Patterson gpatterson@gpattersonlaw.com		EServe	Not Sent	No	Not Opened
Morgan Bird mbird@nck-law.com	NCK, PC	EServe	Not Sent	No	Not Opened
Micah Kessler mkessler@nck-law.com	Nistico Crouch & Kessler, PC	EServe	Not Sent	No	Not Opened
Tyffeni Nguyen tnguyen@nck-law.com	Nistico, Crouch & Kessler	EServe	Not Sent	No	Not Opened